



## **Request for Quotations Geothermal System Preventative Maintenance and Repairs**

**Quotes Due: prior to 2:00 P.M. on June 15, 2020**

### **Section 1: General Bid Information**

- A. Wor-Wic Community College requests quotations for preventative maintenance on various components of a VRF geothermal system located in two buildings on the main campus in Salisbury, MD. Bidders must have experience, software licenses, and certifications to work on LG systems. The award will be made to the most responsive and responsible bidder.
- B. This solicitation implies no obligation on the part of the College. Wor-Wic Community College reserves the right to accept or reject any and all quotes in whole or in part, or to waive any technicality it deems in the best interests of the College.
- C. Point of Contact
  - a. The sole point of contact for this RFQ is the Director of Purchasing and Auxiliary Services. Only information communicated by the Director of Purchasing and Auxiliary Services shall be deemed the official position of the College.  
Allison Canada, Director of Purchasing and Auxiliary Services  
32000 Campus Dr, Room BH-108D  
Salisbury, MD 21804  
phone: 410-334-2918  
email: [acanada@worwic.edu](mailto:acanada@worwic.edu)
- D. All bidders are encouraged to visit the site before submitting their quote. To schedule a site visit, contact Allison Canada at [acanada@worwic.edu](mailto:acanada@worwic.edu) or 410-334-2918.
- E. Should any bidder be in doubt as to the meaning of the scope of work, or should any discrepancy or omission be found, he/she shall submit all questions and requests for clarification in writing via email to [acanada@worwic.edu](mailto:acanada@worwic.edu) on or before **June 1, 2020**. No oral questions will be answered.
  - a. An Addendum to the RFQ will be issued with all questions and answers. The College will not be responsible for any oral or telephone explanations of contract documents.
  - b. It is the proposer's sole responsibility to ensure receipt of all Addenda. It is highly recommended that bidders check the College's website for all posted Addenda prior to submitting their quote. All Addenda shall become part of the contract documents.
- F. Quotation Due Date
  - a. Quotes must be received **prior to 2:00 P.M. on June 15, 2020** to be considered. Quotes may be submitted at any time prior to this date and time. Late submissions will not be considered.
  - b. Due to the COVID-19 pandemic, and the temporary campus closure, quotes must be emailed to [acanada@worwic.edu](mailto:acanada@worwic.edu). We will not accept faxed, mailed or hand-delivered quotes.

#### G. Evaluation Criteria

- a. References are positive including performance and service ratings.
  - i. Three (3) references must be provided on the Proposal Agreement form.
  - ii. All three (3) references must be for projects of similar scope and size which have been completed within the past three (3) years.
- b. Qualifications and experience of company and personnel, including evidence of LG software license and certification.
- c. Cost
  - i. Prices and hourly rates as indicated in Section 4: Proposal Agreement.
  - ii. Prices must be fixed for a one-year period.
- d. Quotation Agreement is completed in full and signed. The company representative's signature on the Quotation Agreement form indicates that all information on the quote is true and correct. Submissions returned without this form fully completed may be rejected.
- e. In awarding the contract, consideration will be given to any previous performance for the College as to the quality of service and with regard to the contractor's ability to perform.

#### H. Payment Terms

- a. Payment of invoices shall be approved after a representative of the College has inspected and confirmed work completion. Invoices are paid Net 30.
- b. The College will pay only the primary contractor for all work performed as a result of this RFP. Thus, the primary firm will be obligated to appropriately compensate any and all subcontractors or consulting firms, if applicable.

I. The contract shall be in the form of a purchase order(s) and any and all related contract documents, to include, but not limited to, the College's RFQ, the firm's Quote, any and all subsequent correspondence; all required submittals, i.e., certificate of insurance, bonds, etc. as well as any other documents which may be required and mutually agreed upon and negotiated by the College and the successful contractor. The Quote, addenda and submittals required as part of the RFQ process will become an integral part of the final contract. Should there be any conflict between these specifications and the final contract document, the specifications contained herein shall take precedence.

J. Prospective bidders who have received this document from a source other than Wor-Wic Community College's purchasing office should immediately contact Allison Canada, Director of Purchasing and Auxiliary Services at 410-334-2918 or [acanada@worwic.edu](mailto:acanada@worwic.edu) and provide their name and e-mail address in order that amendments to the Request for Quotations or other communications can be sent to them. Any prospective bidder who fails to notify the Director of Purchasing and Auxiliary Services with this information assumes complete responsibility in the event that they do not receive communications from the College prior to the bid closing date.

K. The College is committed to a policy of non-discrimination and equal opportunity in all procurement activities, to the end that College purchases shall be solicited and entered into without regard to the race, color, religion, sex, marital status, age, handicap or national origin of any bidder, prospective bidder, vendor or contractor.

#### **End of Section 1**

## Section 2: Special Conditions

- A. All bidders responding to this RFQ must be a professional services contractor licensed and experienced in commercial VRF geothermal system maintenance and repair, have been in business and regularly engaged in servicing equipment similar to the equipment listed herein for a minimum of five (5) years, demonstrated experience with projects of similar scope and size, and be currently licensed in the State of Maryland. The contractor and/or subcontractor shall possess the necessary LG software licenses and certifications in order to perform work on this system. Failure to provide such evidence will result in the bidder being determined to be non-responsive and not eligible for contract award.
- B. Warranty
  - a. Complete warranty information must be included and indicated in Section 4: Quotation Agreement.
  - b. All damage caused by the contractor in the performance of their work shall be repaired promptly by the contractor at no additional cost to the College.
- C. Contract Term
  - a. The contract period will be from July 1, 2020 through June 30, 2021. Prices must be fixed during this period.
- D. The Contractor assumes full responsibility for investigation and determination of actual conditions and for providing a complete and finished project in accord with the intent of these specifications. The Contractor is urged to make a complete and thorough examination of existing conditions, as future claims for unknown conditions uncovered in the job process may not be honored.
- E. The College reserves the right to clarify information submitted in a quote to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. The College may make investigations as are deemed necessary to determine the ability of a contractor to provide the work as specified herein.
- F. All contractors must abide by Wor-Wic Community College's Policies and Procedures which are outlined in the College Catalog:  
<https://www.worwic.edu/Programs-Courses/College-Catalog>
- G. Smoke and Tobacco-Free: Smoking/tobacco use, including smokeless tobacco and electronic cigarettes, is permitted on campus only in designated tobacco use or parking lot areas that are at least 25 feet from any building. Smoking/tobacco use is not permitted in the parking lot in front of Brunkhorst Hall (BH).
- H. The contractor shall keep the premises clean and free from accumulation of waste materials and rubbish. At the end of each work day, all waste materials and rubbish shall be removed from the premises at the contractor's expense. The College's disposal containers shall not be used unless specifically authorized by the Representative of Wor-Wic Community College.
- I. The contractor is responsible for service means and methods, and for the safety of its workers. Contractor shall at all times enforce strict discipline and good order among his workmen and shall not employ the work of any unfit person or anyone not skilled in the work assigned to him.
- J. The contractor shall take all necessary precautions for the safety of employees on the job and shall comply with all applicable provisions of municipal, state, and federal safety laws and building codes to prevent accidents or injury to persons on or about, or adjacent to, the premises where the work is performed.

K. Contractor shall assume full responsibility for any and all damages, or claims of damage, for injury to persons, property, or equipment which may result from any service performed under this contract.

L. Compensation, Liability and Property Damage Insurance

- a. The contractor and each subcontractor shall purchase and maintain such insurance as will protect the contractors and the College from claims under worker's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property and clean-up which may arise out of or result from the firm's operation under the contract, whether such operations are by the firm, any subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than the following coverage:
  - i. Worker's Compensation and Occupational Disease – Statutory.
  - ii. Employer's Liability (including Occupational Disease) Coverage – minimum \$500,000.
  - iii. Comprehensive General Liability, including Operations, Contractual, firm's Protective Liability and Completed Operations Coverages – occurrence - \$500,000/\$1,000,000 for bodily injury, \$1,000,000 for property damage, or \$1,000,000 combined single limit.
  - iv. Comprehensive Automobile Liability covering firms owned, non-owned and hired vehicles used in the performance of the work - \$500,000/\$1,000,000 for bodily injury, or as required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the firm's obligations as covered in this section.
  - v. Any other appropriate insurance that may be required to properly protect the firm, subcontractor and the college in the final contract award.
- b. Certificates of such insurance shall be submitted to the Director of Purchasing & Auxiliary Services prior to the first scheduled work date. Without in any way limiting the generality or beneficiaries of the foregoing, this insurance certificate shall specifically mention the College as additional insured on the policy.
  - i. The certificates must show the type, amount, class operations, effective dates and date of expiration of policies. Such certificates shall substantiate the following statement: The insurance covered by this certification shall not be canceled or materially altered, except after thirty (30) days written notice has been received by the College.
- c. Contractor shall not commence work under the contract until it has obtained all required insurance and until such insurance has been approved by the College. Contractor shall not allow any subcontractor to commence work until all similar required insurance has been obtained and approved. Approval of insurance by the College shall not relieve or decrease the liability of the firm.

**End of Section 2**

### Section 3: Scope of Work

- A. Wor-Wic Community College is requesting quotations from mechanical contractors to perform preventative maintenance and service on condensing units, wall mounted units, ceiling-concealed duct units, thermostats, branch selector boxes, BACnet gateways and ceiling cassette units. These components are part of a VRF geothermal system that replaced the original HVAC equipment of Brunkhorst Hall and the Maner Technology Center in 2016.
- B. Because of the proprietary nature of these components, the contractor (and/or his subcontractors) shall possess the necessary LG software licenses and certifications in order to perform work on the system. The list of equipment is charted below. Not included in the list are ERVs (8) and the field wells (280~).

<b>Outdoor Units (Located in Penthouse Mechanical Rooms)</b>		
Model Number	Quantity	Description
ARWB096DAS4	1	50,60Hz/R410A/Heat Recovery/MultiV Water IV/N.America
ARWB121DAS4	2	50,60Hz/R410A/Heat Recovery/MultiV Water IV/N.America
ARWB144DAS4	4	50,60Hz/R410A/Heat Recovery/MultiV Water IV/N.America
ARWB240DAS4	12	50,60Hz/R410A/Heat Recovery/MultiV Water IV/N.America
<b>Total</b>	<b>19</b>	

<b>Indoor Units</b>		
Model Number	Quantity	Description
ARNU243BGA4	1	Ceiling Concealed Duct - High Static(24MBh)
ARNU283BGA4	1	Ceiling Concealed Duct - High Static(28MBh)
ARNU363BGA4	1	Ceiling Concealed Duct - High Static(36MBh)
ARNU423BGA4	1	Ceiling Concealed Duct - High Static(42MBh)
ARNU483BRA4	1	Ceiling Concealed Duct - High Static(48MBh)
ARNU053SBL4	1	Wall Mounted(5MBh)
ARNU073SBL4	1	Wall Mounted(7MBh)
ARNU093SBL4	1	Wall Mounted(9MBh)
ARNU123SBL4	2	Wall Mounted(12MBh)
ARNU153SBL4	3	Wall Mounted(15MBh)
ARNU183SCL4	1	Wall Mounted(18 MBh)
ARNU243SCL4	1	Wall Mounted(24MBh)
ARNU483TMC4	1	Ceiling Cassette - 4Way(48MBh_3X3)
ARNU423TMC4	15	Ceiling Cassette - 4Way(42MBh_3X3)
ARNU363TMA4	18	Ceiling Cassette - 4Way(36MBh_3X3)
ARNU283TPC4	28	Ceiling Cassette - 4Way(28MBh_3X3)
ARNU283TMA4	1	Ceiling Cassette - 4Way(28MBh_3X3)
ARNU243TPC4	6	Ceiling Cassette - 4Way(24MBh_3X3)
ARNU183TQC4	2	Ceiling Cassette - 4Way(18MBh_2X2)
ARNU153TQC4	10	Ceiling Cassette - 4Way(15MBh_2X2)
ARNU123TRC4	17	Ceiling Cassette - 4Way(12MBh_2X2)
ARNU093TRC4	8	Ceiling Cassette - 4Way(9MBh_2X2)

ARNU073TRC4	56	Ceiling Cassette - 4Way(7MBh_2X2)
ARNU053TRC4	57	Ceiling Cassette - 4Way(5MBh_2X2)
<b>Total</b>	<b>234</b>	

<b>Other Accessories</b>		
Model Number	Quantity	Description
PRHR021A	9	Branch Selector Box
PRHR031A	21	Branch Selector Box
PRHR041A	33	Branch Selector Box
PRHR042A	3	Branch Selector Box
PRHR032A	2	Branch Selector Box
PRHR022A	2	Branch Selector Box
PREMTB10U (IDU)	234	Thermostat
PQNFB17C1 (ODU)	2	BACnet Gateway
<b>Total</b>	<b>306</b>	

- C. It should also be noted that this system consists of over 22,000 feet of metal piping in which a certain amount of pressure and flow rate must be maintained in order to ensure optimal performance. The expectation is that the contractor will check for pressure and flow rate disparities and suggest corrective measures.
- D. The contractor shall perform preventive maintenance services on the above-mentioned equipment on a quarterly basis. All work will be scheduled with a designated College representative by giving a three-day minimum notice before the services are performed. All work shall be performed during the college's regular business hours (Monday – Friday 7:30 AM to 5:00 PM). If the contractor discovers that components of a unit (part) are faulty, a quote shall be provided for suggested repairs. The quote must include the manufacturer/supplier's price, contractor's material mark-up, number of labor hours per rate classification, and labor rate. If the College agrees to the repair, then a separate purchase order will be issued (notice to proceed). The repair invoice shall reference this purchase order number.
- E. Upon contacting the contractor for problems related to the system, the contractor shall respond within 24 hours. Within 48 hours, the contractor shall physically visit the college to observe the problem, then suggest any necessary repairs. A quote for these repairs shall be prepared by the contractor at the request of a representative of the college. The quote must include the manufacturer/supplier's price, contractor's material mark-up, number of labor hours per rate classification, and labor rate. If the College agrees to the repair, then a separate purchase order will be issued (notice to proceed). The repair invoice shall reference this purchase order number.
- F. Emergency service and repair labor and materials mark-up shall be quoted for work performed beyond that required to maintain equipment operating efficiently, safely and economically, per manufacturers recommendations. Rates shall be quoted on Section 4: Quotation Agreement Form.
- Labor rates shall be paid on the basis of time on the job site. The College shall not be billed for travel time for any request for service.
  - Quotations and invoices for repairs must show line item detail of number of hours and rates per job classification, material cost and mark-up.
- G. All materials used must be new and of appropriate quality. If improper materials are used, they shall be removed and replaced by the Contractor without expense to the College. All supplies and parts must be

within the recommendations given by the manufacturer and be supplied and paid for by the Contractor. Additionally, the contractor shall have circuit boards, compressors, and other parts (which have long lead times) on hand which can be stored on the College's site. The contractor shall make this determination by consulting with a representative of the College. These parts will be procured with a separate purchase order after this contract is awarded.

- H. For all preventative maintenance and repair work, Contractor shall submit a detailed ticket which includes the unit location, model number, serial number, parts or components replaced, maintenance performed, number of run hours, starts and stops (if available), and apparent cause of breakdown. This ticket is due to the College upon completion of work. Failure to submit tickets will delay, and may deny, payments.
- I. Technicians' Competence
  - a. Service technicians specifically trained and experienced in the care and maintenance of equipment specified in this RFQ shall be assigned to perform maintenance as stipulated in this RFQ. Service Technicians assigned by the Contractor shall be thoroughly qualified in all respects to perform the maintenance and repairs. The College reserves the right to have a technician removed from the project.
  - b. The Contractor shall have and maintain back-up technicians who are equally qualified in all respects to assume the responsibilities of the maintenance of the geothermal system covered by this contract in the event of sickness or other causes of absence to the assigned technician.

### **End of Section 3**

Section 4: Quotation Agreement

Company Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_ E-Mail \_\_\_\_\_

Please list any exceptions taken to any terms and conditions listed in the Request for Quotations. Please note that any exceptions taken may affect the award of a contract or purchase order.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Warranty details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide a brief history of the firm and its experience, qualifications and success in providing services as outlined in this RFQ. Include number of years in business and experience with projects of similar scope and size, specifically LG geothermal systems. (If space below is inadequate, please attach separately.) Attach Maryland License, LG Software License and certifications.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



List the name, experience and specific qualifications, licenses, and training of the service technician(s) who would be responsible for providing these services to the College. (If space below is inadequate, please attach separately.)

---

---

---

---

---

---

---

*The College reserves the right to request any other information and data it deems necessary to determine if the firm's proposal is both responsive and responsible and that the firm is fully qualified to handle the project as specified.*

## References:

List three (3) companies who have contracted services of similar scope and size which have been completed within the past three (3) years.

	Company Name	Telephone Number	Contact Person
1.	<hr/>	<hr/>	<hr/>
2.	<hr/>	<hr/>	<hr/>
3.	<hr/>	<hr/>	<hr/>

## Cost Proposal:

DESCRIPTION	QUOTED PRICE
Preventative Maintenance Agreement on geothermal system and equipment as described in Section 3: Scope of Work	\$_____/Quarter
Fixed labor rates for repairs and emergency services:	
Labor Rate, Service Technician, Regular hours (Mon-Fri, 7:30am – 5:00pm)	\$_____/hour
Labor Rate, Apprentice/Helper, Regular hours (Mon-Fri, 7:30am – 5:00pm)	\$_____/hour
Labor Rate, _____, Regular hours (Mon-Fri, 7:30am – 5:00pm) Other Classification	\$_____/hour

Labor Rate, Service Technician, Overtime  
(Mon-Fri, 5:00pm – 7:30am, weekends and WWCC observed holidays) \$\_\_\_\_\_/hour

Labor Rate, Apprentice/Helper, Overtime  
(Mon-Fri, 5:00pm – 7:30am, weekends and WWCC observed holidays) \$\_\_\_\_\_/hour

Labor Rate, \_\_\_\_\_, Overtime  
Other Classification  
(Mon-Fri, 5:00pm – 7:30am, weekends and WWCC observed holidays) \$\_\_\_\_\_/hour

Minimum Service Charge, Regular Hours (Mon-Fri, 7:30am – 5:00pm) \$\_\_\_\_\_

Minimum Service Charge, Overtime Hours  
(Mon-Fri, 5:00pm – 7:30am, weekends and WWCC observed holidays) \$\_\_\_\_\_

Mark-up on Supplies, Parts, Equipment \_\_\_\_\_%

Other fee: \_\_\_\_\_ \$\_\_\_\_\_

Other fee: \_\_\_\_\_ \$\_\_\_\_\_

Other Fee: \_\_\_\_\_ \$\_\_\_\_\_

By signing below, your company agrees to provide said goods and/or services as specified and that those goods and/or services shall be provided or performed in accordance with the bid specifications, stipulations and terms and conditions specified and that your firm has read and agrees to the College terms, conditions, stipulations, and specifications and any College approved or authorized exceptions and that your firm will adhere to said terms and conditions in any contract resulting.

The undersigned hereby affirms and attests that to the best of my knowledge, no trustee, employee, spouse, parent, child, brother or sister of the trustee or employee, own assets in this business, and as of this date are also employed by Wor-Wic Community College.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of authorized person

\_\_\_\_\_  
Title of authorized person

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Wor-Wic Community College

## TERMS AND CONDITIONS

**ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for (90) days or as otherwise specified in the RFP document. At the end of the (90) days, the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

**ADDENDA** The College reserves the right to amend or add to this RFP at any time prior to the RFP due date. If it becomes necessary to change or add to any part of this RFP, the Director of Purchasing & Auxiliary Services will furnish an addendum to all prospective Offerors by posting the addendum on the solicitation web page at: <https://www.worwic.edu/About-Wor-Wic/Purchasing>. All addenda will be identified as such and will be posted at least 48 hours prior to the proposal due date. It is the sole responsibility of any prospective Offeror to monitor the web page to ensure receipt of all addenda, which shall be indicated on the acknowledgement of addenda form.

**ADDITIONAL ORDERS** Unless it is specifically stated to the contrary in the proposal response, the College reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions, if it is mutually agreeable.

**APPLICABLE LAW** The contract shall be construed and interpreted according to Maryland law, with venue and jurisdiction in Wicomico County, Maryland.

**ASSURANCE OF NON-CONVICTION OF BRIBERY** The Offeror hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the Federal government.

**AUDIT** Offeror shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued from this solicitation. The College shall have access to and the right to examine and/or audit any records, books, documents and papers of Offeror and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

**BID AND PERFORMANCE SECURITY** If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany each proposal and be made payable to Wor-Wic Community College. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the College and underwritten by a company licensed to issue bonds in the State of Maryland. If bid security fails to accompany the proposal, it shall be deemed unresponsive, unless the Director of Purchasing and Auxiliary Services deems the failure to be non-substantial. Such bid bonds or checks will be returned, upon request, to all except the three (3) lowest Offerors after the opening of price proposals, and the remaining checks or bid bonds will be returned, upon request, to all but successful Offeror(s) after award of contract. If a performance bond is required, the successful Offeror must submit an acceptable performance bond in the designated amount of the solicitation award, prior to award of contract. All bid bonds will be returned, upon request, to the successful Offeror after receipt of the performance bond.

**BILLING AND PAYMENT** Each invoice shall reference Wor-Wic Community College's purchase order number. All invoices will be paid within (30) days unless otherwise specified in the RFP document or unless any item thereon is questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim.

**BRAND NAMES** Brand name materials used in these specifications are known and acceptable. Proposals to use alternate brands are invited as long as they are of equal type and equal or better quality. The burden of proof that alternate brands are in fact equal or better falls on the Offeror and proof must be provided to the College's satisfaction.

**CARE OF PREMISES** Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the contract, the Contractor shall take the necessary precautions to protect all areas upon which or adjacent to which work is performed as a part of this contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to the College's satisfaction at the Contractor's expense.

**CANCELLATION** Wor-Wic Community College reserves the right to cancel this solicitation or to reject all offers received, if the College's Director of Purchasing and Auxiliary Services, in accordance with procedures approved by the College's Board of Trustees, determines that it is fiscally advantageous or in the best interest of the College to cancel the RFP.

**COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986** The Offeror warrants that both the Offeror and/or any subcontractor of the Offeror do not and shall not hire, recruit or refer for a fee, for employment under this Agreement or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. The Offeror agrees to indemnify and save the College, its trustees, and/or employees harmless from any loss, costs, damages or other expenses suffered or incurred by the College, its trustees and/or employees by reason of the Offeror's or any subcontractor of the Offeror's noncompliance with "IRCA." The Offeror agrees to defend the College, its trustees and/or employees in any proceeding, action or suit brought against the College, including but not limited to administrative and judicial proceedings, arising out of or alleging noncompliance of the Offeror with "IRCA". The Offeror recognizes that it is the Offeror's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

**COMPLIANCE WITH LAWS** Offeror agrees to comply, at no additional expense, with all applicable Executive orders, Federal, State, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time, including but not limited to the equal employment opportunity clause set forth in 41 CFR 60-250.4.

**COMPLIANCE WITH WOR-WIC COMMUNITY COLLEGE POLICIES** While on the College's campus, Offeror agrees to comply with all applicable Wor-Wic Community College policies and procedures in effect as of the date of this agreement and as they may be amended from time to time during the term of this contract.

**CONFLICT OF INTEREST** As a condition of award of this contract, the vendor represents and warrants that no employee, officer or agent of the college has or would have a conflict of interest associated with the selection, award, or administration of this or any contract between the college and the vendor. Such a conflict of interest would arise if an employee, officer or agent, or any member of his or her immediate family, his or her partner, or any entity, organization, or individual which employs or intends to employ any of the aforementioned individuals indicated herein, has a financial or other interest in or has or will receive a personal benefit from the vendor herein.

**CONTINGENT FEES** Offeror hereby declares and affirms that neither it nor any of its representatives has employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Offeror, to solicit or secure a contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of a contract as a result of this solicitation.

**CONTRACT AMENDMENTS** The College, without invalidating the contract documents, may submit a written request to order extra work or to make changes to the agreement by altering, adding to, or deducting from the work, and the contract sum shall reflect such changes. Price adjustments must be accepted, in writing, by Wor-Wic Community College before the supplier performs additional work on the project. The Contractor cannot accept purchase requests for products or services that are not covered in this contract or make changes to the scope of work unless a price for those products or services has been negotiated with the College, and the Contractor has received a signed contract amendment from the Purchasing Office.

**CONTRACT DEADLINES** The Contractor is contractually obligated to meet all agreed upon deadlines. Failure of the Contractor to meet any deadline is grounds for termination by default. If the Contractor defaults, the College reserves the right to assess liquidated damages and/or make an open market purchase.

**CONTRACT DOCUMENTS** The general conditions of this RFP, the Contractor's proposal, and the signed Agreement/Purchase Order form the contract. The documents shall have the following order of precedence: this RFP, the Agreement/PO, the Contractor's proposal.

**CONTRACT TERMINATION** The Contract may be terminated for any of the following reasons: failure of the Contractor to meet the mandatory requirements as described in this solicitation; failure of the Contractor to meet required deadlines; failure of the Contractor to resolve problems in a timely manner; or lack of College funding.

**CONTRACTORS** This RFP is extended to individuals or firms as primary Contractors, and the Contractor will execute the work specified with bona fide employees. Subcontractors cannot assume the primary award of this contract on behalf of the primary Contractor nor can the awarded Contractor be relieved of its obligation or responsibility to this contract. The College reserves the right to reject any subcontractor.

**COOPERATIVE PURCHASE** The College reserve the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from a solicitation to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The College assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

**DELIVERY AND PACKING** Prices shall be FOB Destination freight prepaid to the delivery designated. Contractor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense. All prices quoted must include delivery. All goods delivered under this contract shall be packed in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid. No charge will be allowed for cartage unless by prior written agreement. Complete deliveries must be made by the successful Offeror to the designated location as indicated on the Wor-Wic Community College purchase order. A packing slip shall be included in each shipment. All deliveries must be prepaid and must be delivered to each location designated on purchase order at no additional cost. DELIVERIES MUST BE MADE TO THE SPECIFIED LOCATION. NO COLLECT SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

**DELIVERY OF PROPOSALS** Sealed proposals must be received in the Purchasing Office by the date and time specified in the RFP in order to be considered. NO LATE PROPOSALS WILL BE ACCEPTED. Late proposals will be returned to the Offeror unopened. Proposals submitted by mail must be addressed to the Purchasing Office, BH-108D, Wor-Wic Community College, 32000 Campus Dr., Salisbury, Maryland 21804, and clearly marked to indicate the bid title and opening date. Hand delivered proposals will be accepted only at the Purchasing Office, BH-108D, Wor-Wic Community College, 32000 Campus Dr., Salisbury, Maryland 21804.

**ERRORS IN PROPOSALS** Offerors are assumed to be informed regarding conditions, requirements, and specifications prior to submitting proposals. Failure to do so will be at the Offeror's risk. Proposals already submitted may be withdrawn without penalty prior to proposal opening date. Errors discovered after proposal opening may not be corrected. In the case of an error in price extension, the unit price will govern. The intention of the Offeror must be evident on the face of the proposal.

**FAILURE TO DELIVER** If the Contractor fails to comply with any established delivery requirements, the College reserves the right to make an open market purchase of required items and to assess, as liquidated damages, the difference between the contract price and the actual cost incurred by the College and to invoice charges to the Contractor.

**FINANCIAL DISCLOSURE** The Contractor shall comply with the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**FORCE MAJEURE** The performance of this agreement by either party is subject to actions of God, government authority, disaster, epidemic or other emergencies, fire, or riot, any of which make it illegal or impossible to provide the goods, facilities and/or services to be provide by a party under this contract. If one or more such circumstances occur, then performance under this agreement may be delayed or terminated for any one of more of such reasons by written noticed form one party to the other, in which case, neither party shall have any liability to the other, including any direct, consequential, compensatory, special, incidental, liquidated or other damages of any nature whatsoever, by reason of such delay or termination.

**HAZARDOUS AND TOXIC SUBSTANCES** Offeror must comply with all applicable Federal, State, and County laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Offeror shall provide the College with a "Material Safety Data Sheet" or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.

**INDEMNIFICATION** The Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this agreement, on the part of any agent, director, partner, servant or employee of Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the College and its trustees, employees, agents and students from any claim, damage, liability, injury, expense, and/or loss, including defense costs and attorney's fees, arising directly or indirectly out of Contractor's performance under this agreement. Accordingly, the College shall notify Contractor promptly in writing of any claim or action brought against the College in connection with this agreement. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. The College will not indemnify the Contractor. This indemnification provision shall survive the termination or completion of this agreement.

**INSPECTION OF PREMISES** If a site visit is recommended or required, each Offeror is responsible for visiting the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain precise dimensions of the area(s) involved. No allowance will be made to the successful Offeror, at a later date for additional work required because of his or her failure to visit the site and/or to obtain the exact dimensions. Discrepancies, if any, must be reported to the College.

**INSURANCE** If a contract results from this bid, the Contractor shall maintain such insurance as will indemnify and hold harmless the College from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this contract, or by anyone directly or indirectly employed by the Contractor.

**MARYLAND PUBLIC INFORMATION ACT** Offeror recognizes that the College is subject to the Maryland Public Information Act, Title 10, Subtitle 6 of the State Government Article of the Annotated Code of Maryland. Offeror agrees that it will provide any justification as to why any material, in whole or in part, is deemed to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed pursuant to the Maryland Public Information Act. Offerors are advised that, upon request for this information from a third party, the College will be required to make an independent determination whether the information will be disclosed.

**NON-ASSIGNMENT AND SUBCONTRACTING** Offeror shall not assign any contract or any rights or obligations hereunder without obtaining prior written consent of the College. No contract shall be made by Offeror with any other party for furnishing the services to be performed under a contract

issued from this solicitation without the written approval of the College. These provisions will not be taken as requiring the approval of the contract of employment between Offeror and its personnel.

**NON-COLLUSION** Offeror certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Offeror also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Offeror or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

**NON-DISCRIMINATION** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**NON-HIRING OF EMPLOYEES** No employee of the College or of the State of Maryland, or any department, commission, agency or branch thereof whose duties as employees include matters relating to or affecting the subject matter of this bid shall, during the pendency and term of this contract and while an employee, become or be an employee of the contractor or any entity that is a subcontractor on this contract.

**NON-VISUAL ACCESS** The Offeror warrants that the information technology offered under this solicitation (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent. For purposes of this condition, the phrase 'equivalent access' means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

**NOTICE TO CURE** The College reserves the right to cancel the contract if the Contractor's performance is unsatisfactory to the College. It is understood, however, that if at any time during the term of the contract, performance is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If such corrections are not made within the specified period, the College may terminate the contract.

**PATENTS** Offeror guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent. Offeror will at his/her own expense, indemnify, protect and save harmless the College, its trustees, employees, agents and students with respect to any claim, action, cost or judgment for patent infringement, arising out of the purchase or use of these goods.

**PERFORMANCE ACCEPTANCE PERIOD** The selected Contractor(s) must agree to an acceptance trial period of performance not to exceed ninety (90) consecutive calendar days. During the 90-day acceptance period, the Contractor's performance must be consistent with the specifications contained herein and the Contractor's proposal. Failure to satisfy the "acceptance trial period of performance" may result in cancellation of the contract. In the event that the Contractor fails to meet all requirements, the College shall declare the Contractor's services unacceptable and the Contractor in default, and terminate all agreements, written or verbal, without penalty or obligation to the College. Further, should there be any dispute/discrepancy on acceptability of said service, decisions made by the College will prevail and be final. **PREPARATION OF PROPOSAL** Proposals submitted must be hand signed by an authorized agent of the company submitting the proposal. Notification of award will be made by "Notice of Intent to Award" and/or purchase order. An Offeror may attach a letter of explanation to the proposal for clarification. Offerors will be required, if requested by Wor-Wic Community College, to furnish satisfactory evidence that they are, in fact, bona fide manufacturers of or dealers in the items listed, and have a regularly established place of business. The College reserves the right to inspect any Offeror's place of business prior to award of contract to determine Offeror responsibility.

**PROPOSAL INSTRUMENTS** Proposal instruments include the RFP, addenda, terms and conditions, contract terms, and specifications. Proposals should be prepared simply and economically, and should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The Offeror will bear any and all costs incurred in the preparation and submission of proposals.

**POLITICAL CONTRIBUTION DISCLOSURE** The Contractor shall comply with §§14-101-14-108, of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**PRODUCT TESTING DURING TERM OF CONTRACT** Goods delivered under any contract resulting from this RFP may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the College unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.

**PUBLICITY** The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the College without the express written approval of the College's Public Relations & Marketing Office obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the College on its routine client list for matters of references.

**RECORD RETENTION** If awarded a contract, Contractor shall maintain books and records relating to the subject matter of this agreement, including but not limited to all charges to the College, for a period of three (3) years from the date of final payment under this agreement.

**REFERENCES** Offeror must provide at least three references from former or current clients who can confirm the Offeror's experience with projects that are similar in size or scope. All reference information must include the company's name and address and the contact's name and telephone number. The references provided must be able to confirm, without reservation, the Offeror's ability to provide the level of services requested in this solicitation. References from other higher education institutions or government agencies are preferred but not required.

**REGISTRATION OF CORPORATIONS NOT REGISTERED IN THE STATE OF MARYLAND** Pursuant to §7-202 et. seq. of the Corporation and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State of Maryland shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this State. A copy of the registration or application for registration may be requested by the College.

**REJECTIONS AND CANCELLATIONS** Wor-Wic Community College reserves the right to accept or reject any or all proposals in whole or in part for any reason. The College reserves the right to waive any informality and to make awards in the best interest of the College. The College also reserves the right to reject the proposal of any Offeror who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature to those requested in this RFP. The College may cancel this solicitation in whole or in part, at its sole discretion.

**RIGHT TO STOP WORK** If the College determines, either directly or indirectly, that the Contractor's performance is not within the specifications, terms or conditions of this RFP and/or that the quality of the job is unacceptable, the College has the right to stop the work. The stoppage of work shall continue until the default has been corrected and/or corrective steps have been taken to the satisfaction of the College. The College also reserves the right to re-solicit this contract if it is decided that performance is not within the specifications as set out.

**SAMPLES AND CATALOG CUTS** If samples are required, Offeror shall be responsible for delivery of samples to location indicated. All sample packages shall be marked "Sample for Purchasing Office, Bid Title \_\_\_\_\_" and each sample shall be tagged or marked. Failure of the Offeror to clearly identify samples as indicated may result in rejection of the proposal. The College reserves the right to test any materials, equipment or supplies delivered to determine if the specifications have been met. Samples will not be returned.

**SIGNATURE** Each proposal must show the full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign such contracts. All correspondence concerning the RFP and contract, will be mailed or delivered to the address shown on the proposal. **NO BID WILL BE ACCEPTED WITHOUT ORIGINAL SIGNATURE.**

**SPECIFICATIONS AND SCOPE OF WORK** The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the Contractor assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the Contractor and the College will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the Offeror to note these omissions, in writing, prior to accepting the award. If these omissions are not noted prior to award then the Contractor's silence is deemed as full and complete acceptance and any additional costs will be borne by the Contractor.

**SUBCONTRACTORS** Offerors must submit the names and addresses of all subcontractors to be retained for this project. The College reserves the right to reject. Subcontractors shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by the College. If a subcontractor is determined to be unacceptable by the College, the firm shall substitute an acceptable subcontractor with no change in any Contract unit prices or overall Contract sum. If a firm fails, within a timely manner, to propose another subcontractor to whom the College has no objection, the College reserves the right to reject the proposal. The firm will use only those subcontractors approved by the College. All subcontractors shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontractor and shall include all terms and conditions set forth herein which apply with equal force to the subcontractor, as if they were the Contractor referred to herein. The Contractor is responsible for the Contract performance, whether or not subcontractors are used.

**TAXES** The College is exempt from Federal and Maryland taxes. Exemption Certificates are available upon request. Offeror shall be responsible for the payment of any and all applicable taxes resulting from any award and/or any activities hereunder, including but not limited to any applicable amusement and/or sales taxes. For construction projects: in accordance with COMAR 03.06.01.22c(2)(b), the tax exemption certificate of otherwise exempt governmental entities may not be used for the purchase of materials to be incorporated into the real property on College construction projects.

**TERMINATION BASED ON LACK OF FUNDING** Any contract awarded as a result of this solicitation will be subject to funding and continued appropriation of sufficient funds for the contract. For purposes of this solicitation, the College's appropriating authority is deemed to be the Board of Trustees of Wor-Wic Community College. Insufficient funds shall be grounds for immediate termination of the contract.

**TERMINATION OF CONTRACT** The College reserves the right to cancel the Contract awarded to the Contractor if, in the College's judgment, performance under the Contract is unsatisfactory. It is understood, however, that if at any time during the term of the Contract, performance there under is deemed to be unsatisfactory, the College shall so notify the Contractor in writing, and the Contractor shall correct such unsatisfactory conditions within fifteen (15) calendar days from the receipt of such notification. If such corrections are not made within the specified period, the College may terminate the Contract at that time.

**TERMINATION FOR DEFAULT** If an award results from this RFP, and the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the College. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination.

**TERMINATION FOR THE CONVENIENCE OF THE COLLEGE** The performance of the work or services under a contract as a result of this solicitation may be terminated in whole or in part, whenever the President of Wor-Wic Community College shall deem that termination is in the best interest of the College. Such determination shall be at the sole discretion of the President or his designee. In such event, the College shall be liable only for payment in accordance with the payment provisions of the contract for work or services performed or furnished prior to the effective date of termination. The Contractor shall not be reimbursed for anticipatory profits. Termination hereunder shall become effective by delivery to contractor of written notice of termination upon which date the termination shall become effective.

**USE OF CONTRACT BY OTHER PUBLIC ENTITIES** While this solicitation is prepared on behalf of Wor-Wic Community College, it is intended to apply to other Maryland educational institutions and public agencies in the State of Maryland. Unless the Offeror takes an exception, the resulting awarded items, terms and conditions will be available to other State and local public entities. Should a price adjustment be necessary to include any other public entity, the Offeror must so note on the Contractor Information Form. Purchase requests and funding from other agencies will be the responsibility of those agencies.

**WARRANTY** Offeror expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Offeror further warrants all articles, material and work performed for a period of one year, unless otherwise stated, from date of acceptance of the items delivered and installed, or work completed. All repairs, replacements or adjustments during the warranty period shall be at Offeror's sole expense.

**WITHDRAWAL OF BIDS** A proposal shall be withdrawn by written or fax request, confirmed immediately in writing, provided that such requests are received prior to the time of opening proposals. The College shall not be held responsible for the timely receipt of any requests for withdrawal, and the Offeror is cautioned to transmit any such request in ample time for delivery before the proposal opening hour and date. No proposal received can be withdrawn by any Offeror after the opening, as no claim for release due to mistakes or omissions in the proposal shall be considered. Each Offeror shall be held strictly responsible for its proposal.